

SFWIB PAID WORK EXPERIENCE POLICY

I. OF INTEREST TO

The Paid Work Experience Policy should be of interest to members of the South Florida Workforce Investment Board (SFWIB), SFWIB staff, SFWIB Contractors (i.e. Service Providers), Training Vendors, Businesses, Job Seekers, and Employees in Region 23 (Miami-Dade and Monroe counties).

II. SUBJECT

Paid Work Experience (PWE)

III. PURPOSE

The purpose of the PWE Policy is to provide all SFWIB stakeholders with parameters regarding the use of WIOA funds for PWE agreements. To encourage an increase in the utilization of the Paid Work Experience (PWE) Program within the region. The PWE is an excellent tool to assist in enhancing work experience and placement goals for WIOA participants.

IV. STATUTORY AUTHORITIES

Workforce Innovation and Opportunity Act (WIOA), Public Law (Pub. L.) 113-125 enacted July 22, 2014, supersedes Public Law 105-220, Workforce Investment Act of 1998 (WIA)

WIA regulations at 20 CFR 663.200 (a) and (b) for all participants served

Florida Statutes, Title XXXI, Chapter 445, Workforce Innovation Act of 2000

V. BACKGROUND

The WIOA includes PWE as one of its approved career service. SFWIB provides PWE services via an agreement between the grantees such as the service provider, other grant contractors/partners, or business serve as the employer of record with a work experience workplace (public, private non-profit or private for-profit).

The intent of PWE is to provide adult, dislocated workers and youth with opportunities for career exploration and skill development and to enhance their work readiness skills in preparation for employment or reemployment.

VI. DEFINITIONS

A. *Paid Workforce Experience (PWE)*

WIOA Regulations defines Work Experience as:

Adult and Dislocated Worker

Work experience is a planned, structured learning experience that takes place in a workplace for a limited period of time. Work experience may be paid or unpaid, as appropriate. A work experience workplace may be in the private for profit sector, the

nonprofit sector, or the public sector. Labor standards apply in any work experience where an employee/employer relationship, as defined by the Fair Labor Standards Act, exists.

Youth

Paid work experiences for youth that have academic and occupational education as a component of the work experience, which may include the following types of work experiences:

1. Summer employment opportunities and other employment opportunities available throughout the school year;
2. Pre-apprenticeship programs—a program or set of strategies designed to prepare individuals to enter and succeed in a registered apprenticeship program and has a documented partnership with at least one, if not more, registered apprenticeship programs;
3. Internships and job shadowing;

A PWE agreement may be executed between the grantees such as the service provider, other grant contractors/partners, or business may serve as the employer of record with a work experience workplace (public, private non-profit or private for-profit).

B. Conflict of Interest

1. SFWIB will not favor a referral from and/or to a member of the SFWIB over another worksite/business in the community. PWE placements shall be made based upon what will be most beneficial to the participant.
2. The SFWIB shall be notified whenever the PWE Agreement is connected to a SFWIB member, PWE Grantee or employee.
3. PWE Grantees are prohibited from recommending an agreement or making PWE referrals to worksites/businesses who are members of their immediate family or members of families of other PWE Grantee staff or SFWIB staff.
4. The contracted PWE grantee / worksite or business shall not hire a participant who is a relative (member of the family) of the business. Relative is defined as: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister. (Section 112.3135, Florida Statutes)

Participant's eligibility must be determined prior to placement in the program and prior to the execution of a PWE agreement.

VII. ELIGIBILITY (applicable if the Business is to serve as the employer of record)

A. Business

Prior to entering into an agreement for PWE services with a business, the PWE Grantee shall ensure that the business is eligible.

Businesses that meet the following criteria are considered eligible and may, subject to available funding, enter into a PWE agreement:

1. Located in the State of Florida;
2. Hold valid business occupational license;
3. Maintains Workers Compensation Insurance (if applicable);
4. Active business as verified by Florida Department of State Division of Corporations (www.sunbiz.org);
5. Business has operated at current location for at least 120 days.

B. Participant (Unemployed)

Participants that meet the following criteria maybe, subject to available funding, may receive PWE through an executed agreement:

1. Eligible under one of the SFWIB funded programs: Workforce Innovation and Opportunity Act (WIOA): Youth, Adult, Dislocated Worker, etc.
2. Under the WIOA, has received has received basic or individualized career service.

VIII. PWE AGREEMENT

A. Conditions

1. Eligible individuals shall not commence participation in a PWE prior to the execution of the PWE agreement. The agreement is executed when signed by all required parties, i.e., service provider, other grant contractors/partners, or business that serves as the employer of record with a work experience workplace (public, private non-profit or private for-profit).
2. The following sections must be pre-negotiated and included in the PWE agreement:
 - a. Timeframe for work experience
 - b. Location of work experience
 - c. Intervals at which the business will provide PWE related documents and reports
3. (If the Business is the employer of record) - The appropriate signatory for the business shall be either the owner where the business is incorporated; a partner where the business is a partnership; or an officer if the business is a corporation. Corporations sometimes designate signatories other than their officers. In such instances, written authority transferring signatory responsibilities must be obtained by the individual responsible for developing the agreement.
4. PWE grantees are responsible for reviewing the agreement with the worksite prior to execution to assure that the worksite wholly understands and is familiar with the requirements of the agreement.

5. PWE may be sequenced with, or accompanied by, other services, such as remedial education, basic skills training or occupational skills training.
6. PWE grantees shall establish and maintain records with respect to all matters covered by the PWE agreement. PWE grantees shall retain such records for at least five (5) years from the date of final payment, or until all related federal and state audits or litigation is completed, whichever is later. PWE grantees shall allow public inspection of all documents, papers, letters or other materials made or received by the PWE grantees in conjunction with the PWE agreement, unless the records are exempt under federal or state law.
7. PWE worksite/business shall allow PWE Grantee and SFWIB staff access to worksites in order to conduct monitoring activities.

The PWE worksite/business shall comply with the nondiscrimination and equal opportunity provisions of federal or state law.

8. Labor standards apply in any work experience where an employee/employer relationship, as defined by the Fair Labor Standards Act (FLSA), exists.

B. Duration

1. A PWE agreement shall be limited to the period of time required for a participant to become acquainted or reacquainted with basic work experience/skills and be introduced to the particular work experience/skills of the type of industry and occupation for which the participant has been placed into. In determining the appropriate length of the agreement, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's IEP.
2. PWE agreements shall not exceed three months unless there is documented justification and written approval from the SFWIB Executive Director.
3. An PWE agreement may be written or extended beyond the initial periods under the following conditions:
 - a. A barrier to skills attainment is identified during the period of work experience, which was not evident during the assessment.
 - b. The participant has been unable to fully explore the various job skills within the agreement's time frame.
 - c. The employability plan measures used during the assessment to identify participant's skills proficiencies prove to be inadequate based upon worksite/business evaluation after participant is placed on the job.

C. Compensation

1. Eligible PWE grantees may not execute PWE agreements exceeding a total cost of \$7,500 per participant without prior written SFWIB approval.

2. Participants referred to a worksite/business under a PWE agreement shall be compensated at comparable rates as similarly situated employees. In no event, however, shall PWE participants be paid less than the higher of the minimum wage specified under the Fair Labor Standards Act of 1938, as amended or the applicable state or local minimum wage.
3. Participants referred under a PWE agreement may receive the same fringe benefits and shall be subject to the same working conditions granted to regular employees under the same or similar occupational title.

IX. GRIEVANCES AND APPEALS

PWE grantees shall advise participants of their right of appeal using either the worksite/business' grievance procedures, or those of the SFWIB, if previously agreed with the worksite/business. If a PWE grantee or worksite/business elects to use its own grievance procedures, the PWE grantee must agree to provide information to the SFWIB as to actions taken under those procedures. If the participant is not satisfied with the outcome after using the PWE grantees and/or worksite/business' grievance procedures, then he/she may elect to file a grievance with SFWIB under the SFWIB grievance procedures.

X. EXCEPTIONS

Exceptions to this policy, or any part thereof, must be approved in writing by the SFWIB Executive Director.

XI. PROHIBITIONS

1. Participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).
2. PWE agreements shall not be written for part-time employment. Proof of full-time employment shall be established and documented by the worksite/business. Whether the participant is categorized as full-time shall be verified by the PWE Grantee. Service Providers may submit a written request to the SFWIB Executive Director for an exception to this rule prior to execution of an agreement.
3. The encouragement or inducement of a business, or part of a business, to relocate from any location in the United States, if the relocation results in any employee losing his or her job at the original location.